

09-23-2003

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

102556642

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Kerr Group, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: August 13, 2003

## 2. Name and Address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal

Address: \_\_\_\_\_

Street Address: 420 Montgomery StreetCity: San Francisco State: CA Zip: 94163

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State: \_\_\_\_\_  
☒ Other National Association

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached: ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/717,512

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property DocketingInternal Address: SHEARMAN & STERLING LLPStreet Address: 599 Lexington AvenueCity: New York State: NY Zip: 10022

## 6. Total number of applications and registrations involved: \_\_\_\_\_

19

7. Total fee (37 CFR 3.41)..... \$ 490.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Warren L. Nachlis

Name of Person Signing

Signature

September 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

09/22/2003 EDOOPER 00000004 75/717512

01 FC:8521  
 02 FC:8522

40.00 OP  
 450.00 OP

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1:

2. Name of conveying party(ies):

Saffron Acquisition Corp.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

3. Name of conveying party(ies):

Sun Coast Industries, Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

4. Name of conveying party(ies):

Plastics Funding Corporation

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

5. Name of conveying party(ies):

Kerr Acquisition Sub I, LLC

- |  |  |
|--|--|
| <input type="checkbox"/> Individual(s)                                     | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                               | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State                                 |  |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> |  |

6. Name of conveying party(ies):

Kerr Acquisition Sub II, LLC

- |  |  |
|--|--|
| <input type="checkbox"/> Individual(s)                                     | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                               | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State                                 |  |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> |  |

**Continuation of Box 4:**

**Registration Numbers**

2,198,183	1,075,979	1,465,528	503,110	777,184	2,235,064
1,133,139	1,003,747	1,891,932	1,671,730	2,075,025	1,401,239
2,290,365	2,201,996	503,109	2,290,366	2,078,444	1,174,234

**NO ADDITIONAL PAGES**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of August 13, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Wells Fargo Bank, National Association ("**Wells Fargo**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Kerr Group, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of August 13, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Wells Fargo, as Administrative Agent, Wells Fargo, as Collateral Agent, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as syndication agent and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of August 13, 2003 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KERR GROUP, INC.

By

Name:

Title:

*Lawrence C. Caldwell*  
LAWRENCE C. CALDWELL  
CFO

Address for Notices:

500 New Holland Avenue  
Lancaster, PA 17602

SAPFRON ACQUISITION CORP.

By

Name:

Title:

*Lawrence C. Caldwell*  
LAWRENCE C. CALDWELL  
VP

Address for Notices:

500 New Holland Avenue  
Lancaster, PA 17602

SUN COAST INDUSTRIES, INC.

By

Name:

Title:

*Lawrence C. Caldwell*  
LAWRENCE C. CALDWELL  
CFO

Address for Notices:

500 New Holland Avenue  
Lancaster, PA 17602

INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE

4,667,838	851,747	04/14/1986	05/26/1987	Tamper-evident closure with ribbed skirt	United States	Sun Coast Plastics, Inc. (Sun Coast Industries, Inc.)
4,700,867	832,804	02/25/1986	10/20/1987	Sleeved container and closure assembly	United States	Sun Coast Plastics, Inc. (Sun Coast Industries, Inc.)
4,747,511	884,136	07/10/1986	05/31/1988	Plug-type openers for plastic can ends	United States	Sun Coast Plastics, Inc. (Sun Coast Industries, Inc.)
4,461,393	485,533	04/15/1983	07/24/1984	Closure cap	United States	Kerr Group, Inc.
4,807,770	160,477	02/25/1988	02/28/1989	Composite, tamper evident, vacuum indicating closure and container	United States	Sun Coast Plastics, Inc. (Sun Coast Industries, Inc.)
594245	8819011	07/13/1988	03/1/1990	Tamper-evident closure	Australia	Kerr Glass Manufacturing Corp. (Kerr Group, Inc.)
729307	9881630	06/24/1998	02/01/2001	Child-resistant closure and container apparatus	Australia	Kerr Group, Inc.
720185	9674803	10/29/1996	05/25/2000	Child-resistant container and closure assembly	Australia	Kerr Group, Inc.
	9951352	07/30/1999		Closure and container system for hot filled containers	Australia	Kerr Group, Inc.
671718	9459363	04/11/1994	09/5/1996	Improved flip top closure	Australia	Kerr Group, Inc.
660401	9352215	12/07/1993	06/22/1995	Low reverse torque closure assembly	Australia	Kerr Group, Inc.
	9951328	07/28/1999		Tamper indicating closure with foldable tab	Australia	Kerr Group, Inc.
137352	3878/97	11/28/1997	05/28/1997	Container with child-resistant Closure	Australia	Kerr Group, Inc.
602925	93310044	12/13/1993	03/04/1998	Child-resistant closure	Austria (EP)	Kerr Group, Inc.
117104	84300850	02/10/1984	08/29/1984	Tamper-evident closures	Belgium (EP)	Kerr Glass Manufacturing Corp. (Kerr Group, Inc.)
602925	93310044	12/13/1993	03/04/1998	Child-resistant closure	Belgium (EP)	Kerr Group, Inc.
	99U6631	07/30/1999		Closure and container system for hot filled containers	Brazil	Kerr Group, Inc.
	99U6676	07/28/1999		Tamper indicating closure with foldable tab	Brazil	Kerr Group, Inc.
1316492	576773	09/08/1988	04/20/1993	Tamper-evident closure	Canada	Kerr Glass Manufacturing Corp. (Kerr Group, Inc.)
1285904	501948	02/14/1986	07/09/1991	One-piece moisture-tight safety closure and container	Canada	Kerr Glass Manufacturing Corp. (Kerr Group, Inc.)

**Schedule B****Trademarks**

Trademark	Reg. No.	App. No.	Reg. Date	filing Date	Country of Jurisdiction	Record Owner
CLEAR PICTURE	2,198,183	75-353,374	10/20/1998	09/08/1997	U.S. Federal	Kerr Group, Inc.
CR-I	1,133,139	73-144,833	04/15/1980	10/17/1977	U.S. Federal	Kerr Group, Inc.
CR-III	2,290,365	75-150,412	11/02/1999	08/14/1996	U.S. Federal	Kerr Group, Inc.
ELAN	1,075,979	73-031,046	10/25/1977	09/03/1974	U.S. Federal	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
FORTE'	1,003,747	73-008,685	02/04/1975	12/12/1973	U.S. Federal	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
FRIENDLY & SAFE	2,201,996	75-210,163	11/03/1998	12/09/1996	U.S. Federal	Kerr Group, Inc.
KERR (Design)	1,465,528	73-657,961	11/17/1987	04/30/1987	U.S. Federal	Kerr Group, Inc.
KERR (Design)	1,891,932	74-415,334	05/02/1995	07/22/1993	U.S. Federal	Kerr Group, Inc.
KERR (stylized)	503109	71/533171	10/19/1948	09/03/1947	U.S. Federal	Kerr Group, Inc.
KERR (stylized)	503110	71/533174	10/19/1948	09/03/1947	U.S. Federal	Kerr Group, Inc.
KERR	1,671,730	74-084,276	1/14/1992	08/02/1990	U.S. Federal	Kerr Group, Inc.
SCRIPTVISION	2,290,366	75-150,413	11/02/1999	08/14/1996	U.S. Federal	Kerr Group, Inc.
SR-40	777184	72/178638	09/22/1964	10/09/1963	U.S. Federal	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
SUN COAST	2,075,025	75-006,937	07/01/1997	10/17/1995	U.S. Federal	Sun Coast Industries, Inc.
SUN COAST	2,078,444	74-729,369	07/15/1997	09/15/1995	U.S. Federal	Sun Coast Industries, Inc.
TAB-II		75-717,512		06/1/1999	U.S. Federal	Kerr Group, Inc.
TE-III	2,235,064	75-276,008	03/23/1999	04/16/1997	U.S. Federal	Kerr Group, Inc.

Trademark	Reg. No.	App. No.	Reg. Dtd.	filing Dtd.	Country of Jurisdiction	Record Owner
FRIENDLY SAFE	544547	259119	03/25/1997	04/08/1996	Mexico	Kerr Group, Inc.
KERR	549506	289191	05/28/1997	03/07/1997	Mexico	Kerr Group, Inc.
KERR	551615	289190	06/26/1997	03/07/1997	Mexico	Kerr Group, Inc.
KERR	679594	289192	11/30/2000	03/07/1997	Mexico	Kerr Group, Inc.
TE-III	561579	296770	10/30/1997	05/30/1997	Mexico	Kerr Group, Inc.
CR-III	436387	976513	12/30/1998	02/14/97	South Korea	Kerr Group, Inc.
KERR (Design)	452722	978256	08/16/1999	02/25/97	South Korea	Kerr Group, Inc.
SCRIPTVISION	407666	976514	07/03/1998	02/14/97	South Korea	Kerr Group, Inc.
TE-III	412321	97-21002	07/24/1998	05/30/1997	South Korea	Kerr Group, Inc.
MELANITE	2047311	2047311	01/17/1997	12/04/1995	U.K.	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
SMALLFRY ORIGINALS	B959016	B959016	02/16/1972	04/30/1970	U.K.	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
KERR	132911	48286	01/28/88	01/17/86	Venezuela	Kerr Group, Inc.
SETCO	1,401,239		07/15/1986		U.S. Federal	Kerr Acquisition Sub I, LLC
Tubed Products	1,174,234		10/20/1981			Kerr Acquisition Sub II, LLC



**Schedule C**

**Copyrights**

<b>Title</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Country</b>	<b>Owner</b>
Oval design : no. S-12PH.	10/31/1988	VA372156	United States	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
Oval design : no. S-11PH.	10/31/1988	VA371841	United States	Sun Coast Holdings, Inc. (Sun Coast Industries, Inc.)
Kerr kitchen cookbook : home canning and freezing guide.	06/18/1990	TX2907624	United States	Kerr Glass Manufacturing Corp. (Kerr Group, Inc.)